

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

In re:	Case No. 23-13237-pmm
Tri-State Paper, Inc.,	Chapter 11
Debtor.	
Tri-State Paper, Inc.,	Adversary No. 24-00002-pmm
Plaintiff,	
v.	
Aldo's Ristorante Italiano, Inc.,	
Defendant.	

Stipulation of Settlement and Dismissal

WHEREAS, Plaintiff Tri-State Paper, Inc. filed a complaint on November 2, 2023 alleging that Defendant Aldo's Ristorante Italiano, Inc. is liable to the Plaintiff for turnover of property, and

WHEREAS, the parties are interested in resolving the issues alleged in the complaint in this action, and have negotiated in good faith for that purpose, and

WHEREAS, the parties wish to discontinue this litigation.

NOW, THEREFORE, IT IS STIPULATED by and between the parties and their respective counsel that:

1. All claims for damages by plaintiff which are the subject of this action or otherwise arise out of any of the incidents alleged in the Complaint are hereby settled against the Defendant for the sum of \$2,368.28 in full satisfaction of all claims for damages, costs, disbursements, and legal fees.
2. The Defendant must send a check, money order, or certified funds in the amount of \$2,368.28 made payable to TRI-STATE PAPER, INC. to CIBIK LAW, P.C., 1500 WALNUT STREET, SUITE 900, PHILADELPHIA, PA 19102, on or before March 31, 2024.
3. Nothing in this stipulation may be construed as an admission or concession of liability whatsoever by the defendant regarding any of the allegations made in the complaint.
4. If payments are not made as prescribed above, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the fourteenth day after the delinquent payment was due to be mailed.
5. This stipulation embodies the entire agreement of the parties with respect to this matter.

6. The parties hereby request that the Court enter an order: (a) approving this stipulation and dismissing this case with prejudice in the form of order below, and (b) granting such other and further relief consistent with this stipulation as may be necessary and proper under the law.

CIBIK LAW, P.C
Counsel for Plaintiff
Tri-State Paper, Inc.

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Counsel for Defendant
Aldo's Ristorante Italiano, Inc.

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Dated: March 12, 2024

Order of Dismissal

AND NOW, upon consideration of the Stipulation of Settlement, it is hereby **ORDERED** that:

1. The stipulation is **APPROVED**.
2. All terms of the stipulation are incorporated herein by reference and will form a part of this Order as if set forth in their entirety.
3. This case is **DISMISSED WITH PREJUDICE**.

Dated:

Patricia M. Mayer
U.S. Bankruptcy Judge